

FROM :MARGOLIS AND ASSOCIATES

FAX NO. :617 267 3166

Jun. 22 2006 10:13AM P2

Policy No.: MPF34898

RELEASE AND SETTLEMENT OF CLAIM

For The Sole Consideration of **fifty thousand dollars and no cents (\$ 50,000.00)**, and **ten thousand dollars and no cents (\$ 10,000.00)** from the **medical payments coverage of the NGM Insurance Company**, lawful money of the United States, to me in hand paid by NGM Insurance Company, the receipt of which is hereby acknowledged, I, Randy Hancock, being of lawful age, for myself and for my heirs, executors, and administrators, jointly and severally, do hereby release, acquit and forever discharge Great Scapes of Nashua, Inc., Roland Fong, R&R Lawn Maintenance, and NGM Insurance Company and their agents, servants, employees, directors, officers, and assigns from any and all actions, causes of action, claims and demands, damages, costs, loss of services, expenses and compensation on account of or in any way growing out of, any and all known and unknown personal injuries and property damage which I have suffered or may suffer in the future resulting or to result from an incident that occurred on or about February 8, 2004 as more fully described in a civil action law suit filed in the Eastern District of Massachusetts Federal Court. *

It is expressly understood and agreed that the acceptance of the said amount of **fifty thousand dollars and no cents (\$ 50,000.00)** and **ten thousand dollars and no cents (\$ 10,000.00)** from the **medical payments coverage of the NGM Insurance Company**, payable as described above, is in full accord and satisfaction of a disputed claim, for which liability is expressly denied and that said payment is not an admission of liability. The release and settlement is to buy peace and resolve this disputed claim.

It is expressly understood and agreed that NGM Insurance Company is released solely and only to the extent that it provides insurance coverage to Great Scapes of Nashua, Inc., Roland Fong and R & R Lawn Maintenance. To the extent that NGM may insure any other person, company, corporation or entity that may be liable to Randy Hancock, NGM is not released.

This release expressly and specifically does not release Princeton Properties Management, Inc., Hanover Insurance Group, Christian Gargurevich or any other person, company, corporation or entity other than those noted in paragraphs one and three above.

It is further agreed that there are no collateral or outside agreements of any kind between the plaintiff and the releasees hereto and that said payment is in accord and satisfaction of a disputed claim.

IN WITNESS WHEREOF, I have set my hand and seal this 10th day of MAY, 2006.

Witness

Becky Jordan, Notary

 X 

State of Massachusetts ILLINOIS

County of FRANKLIN



FROM :MARGOLIS AND ASSOCIATES

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* I do hereby agree to defend, indemnify and save harmless Great Scapes of Nashua, Inc., Roland Fong, R & R Lawn Maintenance and NGM Insurance Company from any legally valid liens arising out of the incident of February 8, 2004. *(MS)*

It is expressly and specifically understood and agreed that I shall not be liable to defend, indemnify and save harmless Greatscapes of Nashua, Inc., Roland Fong, R & R Lawn Maintenance, R & R Lawn Maintenance and Landscaping, NGM Insurance Company and any other person, company, corporation or entity from any claims that may be made by Hanover Insurance Company, Princeton Properties Management, Inc., and/or any parent, subsidiary, affiliated or like named entities. *(MS)*

This settlement is contingent upon NGM's issuance of its settlement draft payable solely to Randy Hancock and Law Offices of Mark S. Shuman, P.C. If the \$10,000 from the medical payments coverage is issued separately that draft may be payable solely to Randy Hancock. *(MS)*